

**CONTRACT PERIOD THROUGH MARCH 31, 2006**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CREDIT/DEBIT CARD PROCESSING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 19, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SD/ag  
Attach

Copy to: Clerk of the Board  
Wes Baysinger, Materials Management  
Monica Mendoza, Materials Management

(Please remove Serial 99163-RFP from your contract notebooks)

## CREDIT/DEBIT CARD PROCESSING SERVICES

### 1.0 **INTENT:**

The intent of this RFP is to select a contractor to service County departments Bank Credit/Debit Card acceptance and processing needs. At a minimum the contractor must be able to process American Express, Visa, MasterCard, Discover Card and bank debit card transactions. The initial departments and their historical dollar volume and transaction number for the last year are listed in Exhibit 2.

### 2.0 **SCOPE OF WORK:**

#### 2.1 The objectives of this RFP is the following:

- 2.1.1 Expand payment services.
- 2.1.2 Provide new services to our customers such as:  
Dial terminals  
Internet processing and ability to provide an on-line store.  
PC batch processing  
IVR product availability and/or support of IVR systems  
Reporting-electronic offerings

#### 2.2 Technical Requirements:

- 2.2.1 Bank or processor will provide a “point of sale” (on-line charge, authorization and sales slip printing) system. Bank or processor provides daily and monthly sales summaries by department. Sale summary data will include date and time of transaction, card number, amount, authorization code, total per department and total. All items needed for processing this service must be supplied, including but not limited to, merchant draft, debit and credit slips, equipment, etc.
- 2.2.2 Vendor must settle monies to be deposited via ACH to the designated bank account within 48 hours of the transaction, even if bank account is not at the vendors financial institution.
- 2.2.3 Vendor must assign a contact person who is responsible for the overall account.
- 2.2.4 Vendor must be able to process American Express, by using Split Dial or Reverse P.I.P.

#### 2.3 Required Submittals

- 2.3.1 A brief description and background of your company.
- 2.3.2 Indicate the types of cards processed and your settlement capabilities.
- 2.3.3 A detailed description of your processing program.
- 2.3.4 Describe your ability to process debit cards.
- 2.3.5 Describe your ability to provide a check guarantee service.
- 2.3.6 Describe the level of support that will be provided during the implementation and after implementation.
- 2.3.7 Indicate any other programs, ancillary services and procedures that you will offer and that might benefit the county.
- 2.3.8 Provide a list that shows responsibilities and resume’ of all individuals in your organization that will be responsible for implementation an ongoing support of the program.

- 2.3.9 Provide a description of all payment card reporting options.
- 2.3.10 Describe in detail your dispute and chargeback processing procedures.
- 2.3.11 Provide a description and sample of monthly statement.
- 2.3.12 Describe your systems computability with Microsoft's Internet E-Commerce software package.

2.4 Equipment Requirements:

- 2.4.1 What types of terminals and printers do you recommend?
- 2.4.2 Will the terminals accept pinpads for debit card processing.
- 2.4.3 If the terminal or printers malfunctions, how quickly will they be replaced?
- 2.4.4 What are the equipment requirements for PC batch processing?

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.2 TRAINING

The successful Proposer shall provide training to County personnel in the use and care of the equipment.

3.3 TECHNICAL AND DESCRIPTIVE LITERATURE:

Proposer(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract (**Processing fee**) to cover a Five (5) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of FIVE (5), ONE (1) year options. The Contractor shall be notified in writing by the Materials

Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the **Bi-Annual (Interchange and Association fees)** renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.



4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 INDEMNIFICATION AND INSURANCE:

4.11.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONTRACTOR'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONTRACTOR'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**For all other hazards, liabilities, and exposures:**

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONTRACTOR**, or anyone directly employed by the

**CONTRACTOR** or anyone for whose acts **CONTRACTOR** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

4.11.2 **INSURANCE REQUIREMENTS:**

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 4.11.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

4.11.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.11.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Sub **CONTRACTOR** to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

4.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

4.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

4.14 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.16 ASSIGNMENT OR SUBCONTRACTING:



Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.17 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.18 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.19 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.20 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.21 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.22 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.23 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.24 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

**4.25 SEVERABILITY:**

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**4.26 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

**4.27 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

**4.28 FAILURE TO PROVIDE SERVICES:**

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.29 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.30 PRICE REDUCTIONS:**

By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.30.1 Cancel the Contract, if it is currently in effect.

4.30.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.30.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.31 **CHANGES:**

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.32 **EMPLOYEE RESPONSIBILITY:**

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

AMERICAN EXPRESS TRAVEL RELATE WORLD FINANCIAL CENTER, 200 VESEY STREET, NEW YORK, NY 10285-4510

**6.0 PRICING: P061604/ B0604223**

6.1 BUNDLED AND/OR UNBUNDLED **DOES NOT INCLUDE** INTERCHANGE AND ASSESSMENTS.

**PROCESSING FEE**  
BUNDLED

2.75%

**6.1.1 CURRENT VISA AND MASTERCARD ASSOCIATION FEES. (ATTACH TO PRICING PAGE)**

6.2 LEASE AND PURCHASE PRICE FOR PROPOSED TERMINALS, PRINTER AND IMPRINTERS.

<b>Express 4200</b>	LEASE	PURCHASE
6.2.1 TERMINALS Express	<u>\$28.15</u> PER MONTH <b>36month lease, end of lease purchase option: <u>\$112.60</u></b>	<b><u>\$675.00 + 50.00</u> Shipping &amp; handling + <u>\$5.00</u> monthly service fee</b>
6.2.2 PRINTERS	<u>\$ inc</u> PER MONTH	\$ <u>inc</u>
6.2.3 IMPRINTERS	<u>\$ inc</u> PER MONTH	\$ <u>inc</u>

**Express 2200**

6.2.1 TERMINALS Express	<u>\$23.40</u> PER MONTH <b>36month lease, end of lease purchase option: <u>\$93.60</u></b>	<b><u>\$550.00 + 50.00</u> Shipping &amp; handling + <u>\$5.00</u> monthly service fee</b>
6.2.2 PRINTERS	<u>\$ inc</u> PER MONTH	\$ <u>inc</u>
6.2.3 IMPRINTERS	<u>\$ inc</u> PER MONTH	\$ <u>inc</u>

Terms: NET 30

Federal Tax ID Number: 13-3133497

Telephone Number: 212/640-4592

Fax Number: 212/640-8921

Contact Person: LISA LINDVALL

Vendor Number: 133133497

E-mail Address: [lisa.lindvall@aexp.com](mailto:lisa.lindvall@aexp.com)

Contract Period: To cover the period ending March 31, 2006.

**DISCOVER BUSINESS SERVICES, 2500 LAKE COOK ROAD BB2-E, RIVERWOODS, IL 60015**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

**6.0 PRICING: P061604/ B0604223**

6.1 BUNDLED AND/OR UNBUNDLED **DOES NOT INCLUDE** INTERCHANGE AND ASSESSMENTS.

**PROCESSING FEE  
BUNDLED**

**PROCESSING FEE  
UNBUNDLED**

\*\*\*1.75%

\*\*\*1.75%

\*\*\*Pricing is guaranteed for a period of 2 years

**6.1.1 CURRENT VISA AND MASTERCARD ASSOCIATION FEES. (ATTACH TO PRICING PAGE)**

6.2 LEASE AND PURCHASE PRICE FOR PROPOSED TERMINALS, PRINTER AND IMPRINTERS.

	LEASE	PURCHASE
6.2.1 TERMINALS ( <b>HYPERCOM T7PT</b> )	\$ 30 PER MONTH	\$ 599
6.2.1 TERMINALS ( <b>Verifone OMNI 3200</b> )	\$ 30 PER MONTH	\$ 629
6.2.2 PRINTERS 1	\$ N/A PER MONTH	\$ N/A
6.2.3 IMPRINTERS 2	\$ N/A PER MONTH	\$ N/A
6.2.4 PC SOFTWARE ( <b>IC Verify single user</b> ) 3	\$ N/A PER MONTH	\$ 349
6.2.4 PC SOFTWARE ( <b>IC Verify multi-user</b> ) 3	\$ N/A PER MONTH	\$ 529
6.2.5 PIN PADS ( <b>Hypercom S8</b> )	\$ N/A PER MONTH	\$ 165
6.2.5 PIN PADS ( <b>VeriFone Pin Pad 1000</b> )	\$ N/A PER MONTH	\$ 165
6.2.6 CHECK READER ( <b>IVI Checkmate CMR430</b> )	\$ N/A PER MONTH	\$ 215
6.2.7 Hypercom T7PT Terminal/Pin Pad 1000/CMR430 Check Reader Package	\$40 PER MONTH	\$949
6.2.8 VeriFone Omni 3200 Terminal/Pin Pad 1000/CMR430 Check Reader Package	\$40 PER MONTH	\$979

**1.Printer is integrated into the terminals offered**

**2.Imprinters will be provided with each terminal at no cost to Maricopa County**

**3.Available in DOS or Windows 95 format**

Terms: NET 30

Federal Tax ID Number: 36-4020792

Telephone Number: 847/405-3296

Fax Number: 847/405-4780

Contact Person: Stephanie McFaul

Vendor Number: 364020792 A

Company Web Site: [www.discoverbiz.com](http://www.discoverbiz.com)

E-mail Address: [stephaniemcfaul@discoverfinancial.com](mailto:stephaniemcfaul@discoverfinancial.com)

Contract Period: To cover the period ending March 31, 2006.

**PAYMENTECH MERCHANT SERVICES LLC, 201 N CENTRAL AVENUE, PHOENIX, AZ 85004**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

**6.0 PRICING: P061604/ B0604223**

**6.1.1 CURRENT VISA AND MASTERCARD ASSOCIATION FEES. (ATTACH TO PRICING PAGE)**

**6.2 LEASE AND PURCHASE PRICE FOR PROPOSED TERMINALS, PRINTER AND IMPRINTERS.**

	<u>3 YEAR LEASE</u>	<u>3 YEAR LEASE</u>	PURCHASE
6.2.1 TERMINALS	<u>\$ 30.00</u> PER MONTH	<u>\$25.00</u> PER MONTH	<u>\$ 432.00</u>
6.2.2 PRINTERS	<u>\$ 10.00</u> PER MONTH	<u>\$ 8.00</u> PER MONTH	<u>\$ 144.00</u>
6.2.3 IMPRINTERS			<u>\$ 30.00</u>
6.2.4 PC SOFTWARE**			<u>\$ 355.00</u>

**\*PRICES LISTED ABOVE ARE PER UNIT**

**\*\*SINGLE-USER VERSION**

**6.3 LIST ALL OTHER FEES FOR THE SERVICE OR PROPOSED ANCILLARY SERVICES SUCH AS PC BATCH PROCESSING INTERNET, ETC.**

6.3.1 VOICE AUTHORIZATION FEE	<u>\$ 0.65</u> PER AUTH.
6.3.2 CHARGEBACK FEE	<u>\$ 10.00</u> PER ITEM.

**RENTAL**  
**TRANZ 380, P900 AND PINPAD 1000      \$35.00 PER MONTH**

**1. Pricing**

Paymentech is proposing a pricing strategy of "interchange pass through" and \$ 15 per transaction, based upon volume projection of \$12,000,000 and an average sale of \$25

**As a committed partner, Paymentech proposes additional pricing incentives as follows:**

- **If annual volume achieves less than projections, per transaction charge of \$0.16**
- **If annual volume achieves more than \$50,000,000 per transaction charge is reduced to \$0.13**
- **If annual volume achieves more than \$100,000,000 per transaction charge is reduced to \$0.11**

(Note: Pricing is for those transactions swiped or keyed through a point-of-sale device or software. Internet pricing available upon receipt of volume projections and average ticket size.)

**2. EQUIPMENT SOLUTIONS (HARDWARE & SOFTWARE)**

As a cost savings option, Paymentech recommends that Maricopa County acquire factory refurbished equipment as follows:

- **Purchase – Verifone Tranz 380, P250 Printer - \$275, 101 Pinpad - \$150**
- **Rental – not available at this time**
- **Leasing – not available until 2<sup>nd</sup> quarter 2001.**





PAYMENTECH MERCHANT SERVICES LLC, 201 N CENTRAL AVENUE, PHOENIX, AZ 85004

**6.4 Authorize Net:**

<b>6.4.1 Set up (1 Time)</b>	<b><u>\$199.00</u></b>
<b>6.4.2 Monthly</b>	<b><u>\$20.00</u></b>
<b>6.4.3 Transaction Charge</b>	<b><u>\$0.08</u></b>

Terms: NET 30

Federal Tax ID Number: ~~75-2839324~~ **75-2830829**

Telephone Number: ~~602/221-1545~~ **480/ 449-7560**

Fax Number: ~~602/221-1505~~ **480/ 449-7561**

Contact Person: ROBBIE JOHNSON

Vendor Number: ~~752839324~~ **752830829 A**

Company Web Site: [www.paymentech.com](http://www.paymentech.com)

E-mail Address: [robbie.johnson@paymentech.com](mailto:robbie.johnson@paymentech.com)

Contract Period: To cover the period ending March 31, 2006.